

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

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AGENDA ITEM NO. C-7
10-11-04

OFFICERS
EUGENE A. POOLE
CHAIRMAN
VICKI PHILLIPS
VICE - CHAIRMAN
RONALD ALLEN
SECRETARY

September 10, 2004

09-13-04 10:00

Mr. Richard E. Anderson, City Manager
City of Brooksville
201 Howell Ave.
Brooksville, FL 34601-2041

Dear Mr. Anderson:

Enclosed please find two original copies of contracts for renewal of the City of Brooksville's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2005. I have already signed both copies of the agreement; once the contract has been approved by the appropriate authority please return one fully executed original to the planning council.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2004; the contract imposes no retainers and all services are performed only on written request. *

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:bjf

Enclosures

* NOTE: INCREASE IN RATES FOR EXH. B -
PRIOR YEAR EXH B. ATTACHED
FOR REFERENCE

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF BROOKSVILLE
AND THE
WITHLACOOCHEE REGIONAL PLANNING COUNCIL

THIS AGREEMENT, made and entered into by and between the City of Brooksville hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Brooksville.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with the city's Community Development Director, who shall be designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2004 and continue through September 30, 2005. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.
7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

~~Witnesses~~ ATTEST:

City of Brooksville

DATE: _____

By _____

Karen M. Phillips, City Clerk

Richard E. Anderson, City Manager

Title

Approved as to legal form & content for the reliance of the City of Brooksville only:

Withlacoochee Regional Planning Council

David LaCroix, City Attorney

Witnesses:

DATE: 9/10/04

Aletha J. Howell

BY: [Signature]

[Signature]

Michael R. Moehlman, Executive Director

Title

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning and zoning board meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s.)
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) day (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2004)

Planning Director	\$34.98
Principal Planner	\$28.13
Planner II	\$26.64
Planner I	\$23.93
Geo Database Manager	\$34.54
Secretarial (Average)	\$26.46
Information Specialist	\$31.51

*Rate varies monthly because of paid leave time used.

EXHIBIT "B"

EXCERPT
10/1/03 - 9/30/04
AGREEMENT

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2003)

Planning Director	\$34.80
Principal Planner	\$28.40
Planner I	\$24.14
Geo Database Manager	\$32.63
Secretarial (Average)	\$26.40
Information Specialist	\$31.03

*Rate varies monthly because of paid leave time used.